



SSVF CERTIFIED ASSURANCES



AGENCY NAME:

PROJECT TITLE:

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following conditions.

1. The applicant agrees to comply with the provisions of the *Missouri Department of Public Safety Financial & Administrative Guidelines for Contracts*.
 2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.
 3. The applicant agrees to submit an evaluation of the project within 15 days of the project ending date or upon request by the Department of Public Safety.
 4. The applicant agrees to comply with the provisions outlined in the *Program Description for the State Services to Victims Fund Program*.
 5. **Travel:** Expenditures for travel must be supported and documented by signed travel vouchers. Hotel or motel and meal receipts must be on file. Maximum amounts have been established for mileage, meals and other expenses. **The applicant may check with the Department of Public Safety, Office of the Director, for current rates.** Reimbursement of travel expenses will not occur until after the travel has taken place.
 6. **Equipment:** Expenditures for equipment must be in accordance with the approved budget. All items of equipment must be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety funds.
- The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for victim assistance purposes only.
7. **Supplies\Operating Expenses:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers must support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, and other "miscellaneous items", not specifically outlined in the approved budget, must be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchasing same. The titles, sponsors, dates and locations of training, seminars and conferences not specifically outlined in the approved budget must be submitted to the Missouri Department of Public Safety **prior** to attendance at same. Reimbursement of conference registration fees will not be reimbursed until the conference has taken place.
 8. **Personnel:** The applicant assures that detailed time and attendance records shall support all personnel costs and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved. **All** SSVF funded employees must keep a timesheet of all activities to document time spent on the project. Only actual time spent on the project may be claimed. The timesheets must include the date, the beginning time, a brief description of, and the ending time for each task performed by the employee.
 9. **Interest:** The applicant assures that state funds will not be used to pay interest.
 10. **Budget Revisions:**

Formal Budget Revisions: Prior approval must be received from the Missouri Department of Public Safety, Office of the Director, for certain types of changes to the budget or project scope. These types of changes are listed below:

 - a. The addition or deletion of a specific budget line item
 - b. Monetary additions to the Personnel Budget Category
 - c. A change in the approved budget categories in excess of 10 percent of the total **award** amount.
 - d. A change in the scope of the project
 - e. A change in or temporary absence of the project director or authorized official
 - f. A change in the project site
 - g. A change in the name of the agency.

Prior approval must be received from the Missouri Department of Public Safety for any **programmatic** changes in the contract.

Timing of Formal Budget Revisions: If a budget or programmatic revision is required, the request for a change must be submitted at least 30 days prior to the proposed change taking effect and at least 60 days prior to the end of the contract. Budget revisions must be requested on the required form. Budget revisions will not be retroactive unless there are extenuating circumstances presented.

Informal Budget Revisions: Prior approval does not need to be sought from the DPS when transferring less than 10% (cumulative during the contract period) of the total grant award from one budget category to another budget category (except for the Personnel budget – prior

approval for movement of funds into this category is necessary).

11. **Contractual Services:** The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:

- a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided. (The grant is not required to pay any contractual fees incurred before or after the grant period.)
- b. A copy of all signed, written contracts for contractual or consultant services must be forwarded to the Missouri Department of Public Safety, Office of the Director, upon their ratification.
- c. Statements that outline the services rendered and support the period covered must support payments.
- d. Any contract or agreement for service of \$3,000 or more which is not entered into as a result of competitive bidding procedures (or if only one bid is received) must receive prior approval from the Missouri Department of Public Safety, Office of the Director.
- e. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. The maximum rate for consultants is \$450 (excluding travel and subsistence costs) for an eight-hour day. An eight-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance. A request for over \$450 per day requires prior approval and additional justification.

12. **Sole Source Procurement:** When only one bid is received or only one vendor is contacted, the purchase is deemed to be sole source procurement. Sole source procurement on purchases with an individual cost of \$3,000 or more requires **prior** approval by the Missouri Department of Public Safety, Office of the Director.

13. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.

14. If the applicant is a public, governmental entity, the applicant assures that State Services to Victims Program funds made available will not be used to supplant state or local funds, but will be used to increase the amount of such funds that would, in the absence of the State Services to Victims Program, be made available for the activities of this project.

15. The applicant certifies that all expendable and non-

expendable property purchased with funds awarded under this contract shall be used for victim assistance purposes only.

16. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

17. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require.

18. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file which meets the requirements therein. The applicant assures that it will provide to the Missouri Department of Public Safety an EEOP, if required to maintain one, where the application is for \$500,000 or more.

19. The applicant assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply, with all applicable requirements and provisions of the Americans with Disabilities ACT (ADA).

20. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes.

21. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.

22. The applicant assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for Victims' Rights and **Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance.)

23. The applicant assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with

a misdemeanor or felony regardless if the criminal infraction is related to the individual's employment.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal infraction.

24. The Missouri Department of Public Safety, Office of the Director reserves the right to suspend or terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of suspension or termination.
25. An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual

commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

26. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Failure to comply with any of the foregoing certified assurances could result in the termination of the award of contract or funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance. The applicant hereby certifies, by original signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application packet.

Authorized Official

Date

Project Director

Date